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Electronically Filed March 1, 2011

10 **UNITED STATES BANKRUPTCY COURT**

11 **DISTRICT OF NEVADA**

12 In re

13 WHITTON CORPORATION, a Nevada  
 14 corporation

15 Case Nos. BK-S-10-32857-BAM and  
 BK-S-10-32680-BAM

16 Jointly Administered Under  
 17 Case No. BK-S-10-32680-BAM

18 Chapter 11

19

20  Affects this Debtor

21  Affects all Debtors

22  Affects South Tech Simmons 3040C, LLC

23 **DECLARATION OF PAUL HAMILTON  
 IN SUPPORT OF DEBTORS MOTION  
 FOR INTERIM AND FINAL ORDER  
 PURSUANT TO 11 U.S.C. §§ 105, 364,  
 FED R. BANKR. P. RULE 4001(C) AND  
 L.R. 4001(B) AND (C): (I) AUTHORIZING  
 DEBTORS TO OBTAIN POSTPETITION  
 FINANCING; (II) GRANTING RELATED  
 RELIEF, AND (III) SCHEDULING FINAL  
 HEARING**

24 **OST REQUEST PENDING**

25 Hearing Date: March 15, 2011  
 Hearing Time: 3:00 p.m.

26 I, Paul Hamilton, being duly sworn, hereby depose and declare under penalty of perjury:  
 27 1. I am over the age of 18, am mentally competent, and if called upon to testify as to the  
 28 statements made herein, could and would do so.

1       2. I am a founding principal of Province Advisors, LLC (“Province”), who maintains an  
 2 office at 5915 Edmond Street, Suite 102, Las Vegas, Nevada 89118. I submit this Declaration in  
 3 Support of Debtors Motion for Order (I) Authorizing the Debtors To Obtain Postpetition Financing; (II)  
 4 Granting Related Relief; and (III) Scheduling Final Hearing (the “Postpetition Financing Motion”).<sup>1</sup>  
 5 Except as otherwise limited herein, I make the following statements based upon my personal  
 6 knowledge, belief, and where applicable, upon the business records of the Debtors in the above-  
 7 captioned bankruptcy cases.

8       3. I am the person at Province primarily responsible for the preparation and marketing of a  
 9 detailed package concerning Debtors’ postpetition and emergence financing needs.

10      4. Province took a three-pronged approach to the marketing and search for post petition  
 11 financing for the Debtors. First, we contacted groups that specialize in this type of product. Second,  
 12 we contacted various bankruptcy attorneys in this arena for successful references of capital that they  
 13 had worked with and emerged with in the past. Third, we marketed to people and entities that actively  
 14 invest in the Nevada market.

15      5. The first two approaches resulted in a number of potential partners, however, the offers  
 16 had very unattractive terms.

17      6. The third approach resulted in offers from local investors that understood the Nevada  
 18 market. Within the subset of local investors, we received two offers for post petition and reorganization  
 19 financing—one from Umbra Partners (“Umbra”) and one from Ruby Capital Investments, LLC  
 20 (“Ruby”) and Silver Phoenix, LLC (“Phoenix” and with Ruby, the “Lenders”).

21      7. The terms of the Umbra offer and the terms offered by other potential lenders, were not  
 22 as beneficial as the terms offered by Lenders. While some of the other proposed lenders had some of the  
 23 following terms, no other lender could provide the loans with all of these terms. The total combination  
 24 of benefits offered by the Lenders included the following:

25  
 26  
 27      1Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in  
 28 the Postpetition Financing Motion.

1                   a.        Capital Certainty. The Lenders did not have to raise the capital or obtain  
2 approval to put the required capital to work. The capital is immediately available and set aside  
3 for the Debtors.

4                   b.        Due Diligence. The Lenders completed on the ground due diligence by the  
5 actual principals to provide instant feedback and ultimately approval.

6                   c.        Flexibility. The final terms of the reorganization, including the long term hold  
7 and the specific properties either included or excluded, were acceptable to the Lenders.

8                   d.        Emergence. The Lender was willing to convert the financing to emergence  
9 equity.

10                   e.        Immediacy. The Lenders had the immediate financial wherewithal as well as the  
11 forward financial wherewithal to withstand lean times as well as unforeseen items that could  
12 occur.

13                   f.        Market Familiarity. The Lenders, combined, have been developing properties in  
14 the Las Vegas and Henderson market for well over twenty five (25) years and bring an  
15 unparalleled commitment and expertise to the Debtors.

16                   g.        Continuity. The Lenders are committed to stay in these properties for the long  
17 term. In addition, they are local and already familiar with the Debtors' properties and therefore  
18 there is no requirement to insert third party personnel to insure that the properties run at an  
19 optimum level.

20                   h.        Expertise. The principals of the Lenders bring a level of expertise and a hands  
21 on approach that is beneficial to the Debtors.

22                   8.        Province did not receive any offers to provide postpetition financing to Debtors on an  
23 unsecured basis.

24                   9.        The terms of the DIP Credit Agreement are similar to those often included in complex  
25 financing arrangements and, in my opinion, are fair and reasonable considering the market, risks, facts  
26 and circumstances of these cases.

27                   ///

28                   ///

1 I declare under penalty of perjury of the laws of the United States of America that the foregoing  
2 is true to the best of my knowledge, information and belief.

3 Executed this 1<sup>st</sup> day of March, 2011, in Las Vegas, Nevada

4  
5 PROVINCE ADVISORS, LLC

6 By: *s/Paul Hamilton*  
7 PAUL HAMILTON, Founding Principal